# **AGREEMENT**

## I. Terms and Conditions

Under the terms of this agreement, the Korean Overseas Information Service (KOIS), Ministry of Information, Republic of Korea, engages the consulting and representational services of The Jefferson Group Inc. (TJG) during the term June 15, 1995, until June 14, 1996.

TJG undertakes to provide consulting services to KOIS in Seoul and the Korean Information Center in Washington D.C. in the fields of public affairs, public relations and media relations activities in the United States.

To ensure the fulfillment of the purposes of this Agreement, TJG shall maintain four professionals in Washington, D.C., one professional in New York and one professional in Seoul to assist the public information activities of KOIS.

## II. Scope of Work

TJG shall endeavor to identify and promote the political, economic and other interests of the Republic of Korea which are to the mutual benefit of the Republic of Korea and the United States in the interest of enhancing U.S. understanding of and positive and favorable sentiment toward the Republic of Korea.

concerning progress in this area.

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TJG will work to achieve favorable press coverage of Korean affairs and will undertake liaison with print and other media, elements of the private sector when and where appropriate, and with members of the congress and government officials to work toward assuring that the Republic of Korea's interests are duly considered in the policy-making and legislative processes.

In addition, TJG will undertake to regularly advise the Korean Information Center in the United States and KOIS, along with other KOIS-designated key figures, on key U.S. political, trade and other issues, trends and developments that relate to Korean affairs and Korean-U.S. relations.

TJG will also assist KOIS in its media and public relations activities with respect to special events such as summit meetings in the Republic of Korea, the United States, or third countries.

## III. Reporting Requirements

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TJG will regularly report to KOIS and the Korean Information Center in the United States according to the following procedures:

- a) An annual activity plan, to be presented when this contract takes effect.
- b) A quarterly activity plan, to be submitted at least 15 days prior to the beginning of each quarter.
- c) A monthly report on the results of its activities under this Agreement, including media relations and research of the new media in the United States by the 10th day of the following month.
- d) In the case of a special event as designated by KOIS, a special event activity plan one month prior to the event and a report on the results of its activities within one month after the event.

### IV. Budget and Payment Schedule

The annual fee for the implementation of this contract shall be US\$306,000, payable in quarterly installments to TJG no later than the end of the first month of the quarter in which the invoice was sent. In the case of special event activities, the consulting fee for TJG is included in this contract. However, extra expenses incurred as a result of travel, accommodations and other justifiable out-of-pocket expenses shall be provided for by separate agreement in consideration of the circumstances.

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#### V. Administrative

- 1. KOIS and the Korean Information Center in Washington may consult with and provide guidance to the TJG staff working to fulfill the purposes of this Agreement.
- 2. TJG shall do its best in good faith to discharge its obligations under this Agreement and shall obey the laws and regulations of the ROK and the USA. In addition, TJG will comply with the following:
  - a) TJG shall not do anything contrary to the interests of the ROK and KOIS on behalf of any third party.
  - b) TJG shall not use any information and data that it obtains from KOIS for any purpose other than implementing this Agreement.
  - c) Any right or obligation under this Agreement shall not be transferred to a third party without written agreement between both parties to this contract.
  - d) If necessary, disputes relating to this Agreement shall be settled by the courts that have jurisdiction over either KOIS or TJG according to the nature of dispute.
- 3. Payment of the consulting fees can be refused or reduced if and when the terms of this Agreement fail to be met owing to faults on the part of TJG. Likewise, services agreed to in this contract can be reduced or terminated in the event that timely payment, as agreed by the terms of this

contract, is not fulfilled.

4. It is understood that TJG, in connection with its work, may be required under applicable United States Law to register its representation of the KOIS with the United States Government and that TJG will comply with all requirements of United States Law in this connection.

Agreed and accepted June 15, 1995

Yi Chanyong Director

for and on behalf of the Korean Overseas Information Service Robert E. Carlstrom Jr. Chief Executive Officer

for and on behalf of The Jefferson Group Inc.

Witness: Choi Kwang Hyuk Witness: Couly M. apparel